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March 13, 2019

The Honorable George C. Hanks Jr.
United States District Judge
601 Rosenberg, 6th Floor
Galveston, TX 77550

Re: C.A. No. No. 3:18-cv-270; *Jude Akuechiana. v. U.S. Bank, N.A.*; In the U.S.
District Court, Southern District of Texas, Galveston Division

Dear Judge Hanks,

I am writing on behalf of my client, U.S. Bank, N.A., Successor Trustee to Bank of America, N.A., Successor in Interest to LaSalle Bank N.A., as Trustee, on Behalf of the Holders of the Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-2 (as improperly named) (“**Defendant**” or “**Trustee**”).

To the extent the Court finds it necessary I am hereby requesting a Pre-Motion Conference pursuant to the requirements of No. 6 of the Court’s Procedures in advance of the filing of my client’s Motion for Summary Judgment on all claims of Plaintiff. If the Court does not find it necessary, I am seeking permission to file my client’s intended motion for summary judgment on all of Plaintiff’s claims.

This suit involves a first lien mortgage memorialized by a December 16, 2005 Promissory Note and Deed of Trust (the “Loan”) executed by Jude Akuechiana (“Borrower” or “Plaintiff”). Borrower is past due for the January 1, 2017 mortgage payment and all subsequent payments due under the Loan. Plaintiff filed this suit to delay an attempted foreclosure sale and obtained an ex parte temporary restraining order in state court. Borrower has made no payments since filing this action. Plaintiff’s claims consist of attempted causes of action for breach of contract and violations of Regulation X of RESPA relating to loss mitigation, violations of the Texas Debt Collections Act, and fraud. Prior to removing the action to this Court, Defendant filed an answer and denies all claims asserted by Plaintiff both legally and factually.

In the Motion for Summary Judgment, my client will show that the Borrower’s claims fail as a matter of law and that there is or should be no dispute that Borrower is in default on his payment obligations under the Loan. Additionally, contrary to Borrower’s allegations, there is no legal obligation by Defendant to provide him with a loan modification agreement.

Please schedule a Pre-Motion Conference, if the Court deems that to be necessary in this action, so that my client may file its intended Motion for Summary Judgment. I have conferred via telephone with counsel for Plaintiff and he and his client are opposed to the relief that will be

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sought in my client's Motion for Summary Judgment. As an aside, we continue to exhaust settlement options, however the dispositive motions deadline in this action is April 12, 2019, and there is no guarantee this action will settle.

Thank you in advance for your continued attention to this matter.

Sincerely,

HIRSCH & WESTHEIMER, P.C.

By: /s/ Michael F. Hord Jr.

Michael F. Hord, Jr.

MFH/bde